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Title: **Oneonta City School District and Oneonta City School District Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Otsego County Local 839 (2007)**

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Union: **Oneonta City School District Unit, CSEA, AFSCME, AFL-CIO**

Local: **Otsego County Local 839, 1000**

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AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**ONEONTA CITY
SCHOOL DISTRICT**

and
**CSEA Local 1000 AFSCME,
AFL-CIO**

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Since 1910



New York's LEADING Union

**Oneonta City SD Unit
Otsego County Local 839**

July 1, 2007 - June 30, 2011

For questions about this contract call your Unit Officers first.

President, Timothy Backus
Vice President, William Hansen
Treasurer, Christopher Wilson
Secretary, Douglas Card

The members who served on the Negotiations Team were:

Tim Backus, Bill Hansen, Chris Wilson

Your CSEA Labor Relations Specialist is:

Gerald Phelan, 1-800-559-7975

CSEA Central Region Office

6595 Kirkville Road, E. Syracuse, NY 13057
1-800-559-7975

CSEA staff can be reached at the CSEA Central Region Office:

Political Action Coordinator, Rick Noreault
Occupational Safety & Health Specialist, Lynnet Witherell
Communications Associate, Mark Kotzin
Region Director, Joe Maratea

CSEA Local 1000 Headquarters

143 Washington Avenue
Albany, NY 12210

Web Page: www.cseainc.org

1-800-342-4146 / (518) 257-1000

Civil Service Test Prep Booklets

WORK Institute

1-866-478-5548

OFFICIAL Members Only WEB SITE

www.csealocal1000.org

CSEA Member Benefits Department

1-800-342-4146, ext. 1359

CSEA/Pearl Carroll Personal Insurance Lines

1-800-833-4657

- See inside back cover for more information and member benefits -

Highlights of Your New CSEA Contract

(See the contract language for specific details)

EMPLOYEE ORGANIZATION LEAVE - Improved

Your CSEA officers can get three additional days not charged to leave credits for Regional or Statewide C.S.E.A. meetings.

LONGEVITY PAYMENTS - Increased

13 yrs - \$650
17 yrs - \$650
21 yrs - \$700
NEW 26 yrs - \$200

VACATIONS - Improved

- Carry over unused vacation into the month of August.
- Sell back up to two vacation days each year in the month of June.

SICK LEAVE - Improved

If an employee dies, that employee's estate shall receive twenty dollars (\$20.00) for each day of unused sick leave accumulated by the employee.

SICK LEAVE BANK - Improved

Retirees may contribute up to fifty (50) sick leave days from their accumulation to the sick leave bank.

WAGES AND OTHER BENEFITS - Increased

Starting salaries increased by \$750 on July 1 of each year.

Night shift differential increased to \$650.

Effective 7/1/07 - \$1,200 or 4.1% raise whichever is higher.
Effective 7/1/08 - \$1,200 or 4.1% raise whichever is higher.
Effective 7/1/09 - \$1,200 or 4.1% raise whichever is higher.
Effective 7/1/10 - 4.25% raise

ASBESTOS AND POOL PAY - Increased

Asbestos certification - increased stipend to four hundred (\$400) dollars each year.

In addition – an employee who holds the asbestos contractors license and does the LEA paper work is paid seven hundred fifty dollars (\$750) each year such work is required.

Pool Pay - increased to three hundred fifty (\$350) dollars a year.

RETIREMENT INCENTIVE - Improved

Employees have two improved options:

- The first option - \$4,000
- The second option is \$7,000 towards payment of health insurance.

HEALTH, DENTAL, AND LIFE INSURANCE - New Plans!

NEW! CSEA Employee Benefit Fund Horizon Dental Plan
100% paid individual dental insurance
Employee pays balance for family dental insurance

NEW! CSEA Employee Benefit Fund Platinum 12 Vision Plan
100% paid individual vision insurance
Employee pays balance for family vision insurance

(The EBF Vision plan provides glasses and contacts without charge at participating providers. Premium rates decline as participants increase.)

RETIREMENT BENEFITS – Improved

New - unused sick leave up to one hundred sixty five (165) days applied to service credit for retirement benefit calculation.

Retire with 10 years of service and get twenty dollars (\$20) a day for unused sick leave.

RETIREE INSURANCE - Improved

Married retirees each get individual health insurance coverage.

Retirees can switch from family to individual or individual to family coverage as allowed by the insurance plan rules.

Retirees keep the benefit level they had at retirement as a vested benefit for life.

Retiree premium contribution rates and prescription drug co-pays at retirement are frozen as a vested benefit for life.

FOUL WEATHER GEAR – Increased

Effective July 1, 2007 - up to \$60 each year for safety work shoes or boots. (Non-skid or steel toe)

AUTOMATIC EXTERNAL DEFIBRILLATORS (AED) Pay – NEW

Employees who are trained and certified to use AED's will be paid \$100 annually.

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PREAMBLE

This agreement is the result of collective negotiations between the Board and the Association which have been conducted under the requirements and directives of the Public Employee's Fair Employment Act (Taylor Law). The provisions of this agreement supersede all conflicting policies and directives of the Board and may be changed only through the mutual agreement of the Board and the Association. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this agreement, except that errors in computation and reproduction may be corrected immediately upon notification thereof.

ARTICLE I. RECOGNITION

The Board of Education of the City School District of Oneonta, recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, by the Oneonta City School as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for the employees in the bargaining unit as stated below:

UNIT
HUB
AF
2/1/08

- A. Included in Unit: All Custodial Workers, Grounds Persons, Custodians, Maintenance Persons and Head Custodians.
- B. Excluded from Unit: All other District employees.

The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Oneonta City School Unit, affirms that it does not assert the right to strike against any government, to assist or participate in such strike.

ARTICLE II. PRINCIPLES

1. Rights of C.S.E.A. The C.S.E.A. shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employee's Fair Employment Act.
2. Any employee covered by the provisions of this agreement shall be free to join, take an active role in the activities of the C.S.E.A., or refrain from joining the C.S.E.A. or the Employer.
3. The legal rights inherent in the State School Code, in the rulings and regulations of the Commissioner of Education, and Civil Service laws affecting Maintenance and Custodial Personnel are in no way abridged by this agreement.

4. The Board is the legally constituted body responsible for the determination of policies covering all aspects of the Oneonta Public School system. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate in its legal responsibilities.
5. C.S.E.A., Inc. shall have exclusive rights to payroll deduction of membership dues and insurance and benefit program premiums for employees. Such dues and premiums shall be remitted to the C.S.E.A., Inc., Local 1000, AFSCME along with a list itemizing the deductions of each employee. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the C.S.E.A., Inc. Such deductions shall be made biweekly effective September 1, 1988 as authorized by individual employees on the form available through the Association President.
6. Access to Employees. The Union and its designated agents have the sole and exclusive right to access to members of the bargaining unit during working hours to administer this agreement and to explain C.S.E.A. sponsored benefits and programs. This access is specifically conditioned upon the prior approval of the Superintendent or his designee.
7. Information. On the effective date of this agreement, the employer shall supply to the Oneonta City School Unit a list of all employees in the bargaining unit showing the employees full name, home address, social security number, job title, work location, membership status, insurance deduction and first date of employment. Such information shall hereafter be provided on an annual basis.
8. Employee Organization Leave. Members of the bargaining unit who are elected or appointed officers or officials of the C.S.E.A., Inc. shall have the right to use their personal day(s) for regional or statewide C.S.E.A. meetings. Officers or officials of C.S.E.A. Region V or the C.S.E.A. Otsego County Local will have the right to use three (3) additional days not charged to leave credits for regional or statewide C.S.E.A. meetings.

ARTICLE III. GRIEVANCE PROCEDURE

1. Purpose.

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding. Time limits contained herein may be waived by mutual agreement of the parties. Grievants are entitled to be represented by C.S.E.A. at all stages except the first informal stage. A unit member shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination, or reprisal by the District, the Union or fellow employees.

2. Definitions

- A. A "grievance" is any alleged violation of this agreement, disputed disciplinary action, or any dispute with respect to the meaning or application of this agreement.**
- B. An "employee" is any person in the unit covered by this agreement.**
- C. An "aggrieved party" is the employee or group of employees who submit a grievance or on whose behalf it is submitted and/or the Association.**
 - 1. An employee or group of employees may submit grievances which affect them personally and shall submit such grievance to their immediate supervisors.**
 - 2. The Association may submit any grievance. If the grievance has District-wide application, it shall be submitted directly to the Superintendent at Step 4B.**
 - 3. The Association will be informed of the disposition of all grievances whether formal or informal.**

3. Submission of Grievances

- A. A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions of which it is based.**
- B. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. If such grievance is not satisfactorily resolved within five (5) school days, the aggrieved party may proceed to 3C. If such grievance is disputed disciplinary action, the aggrieved party may proceed to Section 4B.**
- C. Each grievance shall be submitted to the immediate supervisor in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievances existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.**

4. Grievance Procedure

- A. The immediate supervisor shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the supervisor or if no response is received within one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent.**
- B. The Superintendent or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than two weeks after it is received by him.**

- C. In the event the Association is not satisfied with the determination in 4B, it may, within fifteen (15) days after receiving the Superintendent's decision, refer the grievance to arbitration by requesting the Public Employees Relations Board to propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent.

Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and Association shall alternately strike names from the list until one is ultimately designated as arbitrator.

The arbitrator's decision will be in writing, and will set forth the findings, rationale, and award on the issue(s) stipulated. The arbitrator will be without power or authority to make an award which requires the commission of an act prohibited by law or which violates the terms of this agreement. The decision of the arbitrator will be binding on all parties and shall automatically constitute a waiver of all other remedies which otherwise could be available to the parties.

The cost of the services of the arbitrator will be borne equally by the School Board and the Association.

ARTICLE IV. LONGEVITY PAYMENTS

- A. Upon commencement of an employee's 9th year of employment, the employee will receive \$650 added to his/her base to create a new base pay.
(Base pay + \$650 = new base pay.)
- B. Upon commencement of an employee's 13th year of employment, the employee will receive another \$650 added to his/her base pay to create a new base pay.
- C. Upon commencement of an employee's 17th year of employment, the employee will receive another \$650 added to his/her base pay to create a new base pay.
- D. Upon commencement of an employee's 21st year of employment, the employee will receive another \$700 added to his/her base pay to create a new base pay.
- E. Upon commencement of an employee's 26th year of employment, the employee will receive another \$200 added to his/her base pay to create a new base pay.
- F. Effective 7/1/07 these amounts will be applied to an employee's base pay as though those amounts were in effect at the time he/she previously reached the respective years of service. That is the increased portion of the longevity increments previously qualified for is now added to each employees base pay.

ARTICLE V. INTERRUPTED SERVICE

Employees under Civil Service leaving or resigning their employment with the Board of Education, under favorable conditions, will, if reinstated by the Board within six (6) months from the date of taking leave of his or her position, be reinstated at the same scale of pay as time of said leaving, without loss of longevity. It is understood, however, that the reinstatement of such employee shall rest absolutely and finally, and in the sole discretion of the Board of Education.

ARTICLE VI. VACATIONS

Vacations for 12-month employees shall be as follows:

Employees may choose their vacation period without restriction except for the approval of the Superintendent of Buildings and Grounds and the Superintendent. The employee must submit his/her request for two or more vacation days in writing to the Superintendent of Buildings and Grounds at least seven (7) days prior to the requested day(s) off. The Superintendent of Building and Grounds or his/her designee shall respond to the employee within five (5) work days. One vacation day shall require a minimum of three (3) workdays notice. These time frames may be waived by mutual consent of the employee and Superintendent of Schools.

Upon completion of employment for a period of one year, every such employee shall be entitled to receive a vacation of two weeks with pay.

Upon completion of five (5) years of continuous employment and commencing with the next fiscal year thereafter, each employee so qualified shall be entitled to receive a vacation of three weeks with pay. Effective July 1, 2005, upon completion of ten (10) years of continuous employment and commencing with the next fiscal year thereafter, each employee so qualified shall be entitled to four (4) weeks of vacation.

Employees are allowed to carry over unused vacation into the month of August. In addition, employees may sell back up to two vacation days each year in the month of June.

Any employee who has not completed one year of employment at the end of the fiscal year shall be entitled to one day paid vacation for each full month of employment. Any 12-month employee having completed ten or more months of employment shall be considered as having completed one year of employment for vacation purposes and shall be entitled to two weeks paid vacation.

ARTICLE VII. HOLIDAYS

Full-time employees shall receive fifteen (15) paid holidays per year, as established on the school calendar.

Effective 7/1/95: Should school be in session on any of the holidays designated by the school calendar for this bargaining unit, employees shall report for their normal workday, at normal pay, but the Superintendent shall schedule a compensatory holiday after consultation with C.S.E.A.

The district agrees that the practice of meeting to review scheduling of holidays will continue. In addition the three (3) new holidays will also be scheduled yearly as above, in lieu of any unforeseen conflicts with the school calendar. If conflicts do arise, the first step would be to give employee's starting dates and/or birthdates off, to replace (2) said holidays. In the event that the Superintendent determines conflicts still exist, the union will then make concessions for coverage of said day(s). The 3 new holidays are considered regular work days for pay purposes. No overtime will be paid for working any of the 3 new holidays if coverage is necessary.

ARTICLE VIII. PAY DAYS

All employees shall be paid on a biweekly basis.

ARTICLE IX. LEAVES OF ABSENCE

After two years of satisfactory service, a leave of absence, substantiated by a physician's statement of health or a leave of absence for good and valid reasons shall be honored for a period of up to one year by the Board of Education, and the employee receiving such leave may return to employment in a position similar to or equal to the one held at the time of taking said leave. Should such requested leave of absence be denied, reasons for said denial will be provided.

ARTICLE X. OVERTIME PROCEDURE & REGULATIONS

1. The following four steps will be followed in step order before overtime is assigned.
 - A. Step One
When overtime work is needed the Superintendent of Buildings & Grounds will first ask for volunteers from employees throughout the District in the title(s) that perform the work that is planned. If there are enough volunteers, this procedure ends.
 - B. Step Two
If there are not sufficient volunteers after following Step One, the Superintendent of Buildings & Grounds will notify the CSEA Unit President of the need for more volunteers. If the President gets the adequate number of volunteers this procedure ends.
 - C. Step Three
If the President cannot get an adequate number of volunteers, (s)he and the Superintendent will discuss the planned work and consider using fewer unit employees. If this resolves the issue the procedure will end here.
 - D. Step Four
If the number of volunteers is not adequate the Superintendent of Buildings & Grounds will assign the least senior employee(s) throughout the District in the title(s) being assigned the overtime work. The District will create and publicly post seniority lists necessary to administer mandatory overtime and will periodically review and correct their accuracy. Such lists will be provided to the CSEA upon request to facilitate this review.
2. Employees shall be compensated at the rate of time and one half for time worked in excess of forty (40) hours per week. Employees shall be compensated for such overtime by salary payment or by compensatory time. No employee shall be required to take compensatory time in lieu of payment. Compensatory time off for overtime shall be at time and one-half, i.e., an hour of overtime shall be compensated by an hour and one-half of compensatory time.

3. For the purposes of computing overtime, snow, sick days and holidays shall count as days worked. Similarly, on days when delays or early dismissal due to weather effect an employee's shift, such days will count as time worked.
4. On snow days, all employees who are not called in to work are paid for eight hours at straight time. All employees who are called into work on snow days will be paid time and one half for all hours worked. Such employees called into work on snow days have the same obligation to report as on a normal day.
5. The maximum amount of compensatory time that can be earned is 100 hours. After the maximum has been reached, the employee must be paid at the rate of one and one-half times the regular rate in cash. When an employee resigns, dies or otherwise leaves the employment of the district, all outstanding balances will be paid to the employee's beneficiary.
6. The parties recognize that there is no exemption to this provision set forth as in Article VII, paragraph 1.
7. **Early Dismissal**
On days when school is dismissed early, employees work six (6) hours and get paid for eight (8) hours of work. Employees who work beyond six (6) hours on early dismissal days will be paid at time and one-half for all time worked or receive compensatory time at time and one-half at the employee's option. On early dismissal days all employees are expected to report for work.

ARTICLE XI. SICK, PERSONAL AND BEREAVEMENT LEAVE

Sick leave benefits to apply to all full time maintenance and custodial employees. Beginning July 1 of each school year, eligible employees will earn one point one (1.1) days of paid sick leave for each month worked from July through April, and one (1) day of paid sick leave for May and June (total per year of 13 days). This earned leave with pay may be used when and only when the absence is caused by personal illness or illness in the immediate family. Eligible employees shall also receive three additional days each school year for personal business, if needed. The reason for such absence for personal business need not be explained to the Superintendent of Schools in advance of the absence, but, however, any use of such leave which would extend a vacation or holiday, will require the reason for the request to be submitted in writing to the Superintendent of Schools for his approval.

Unused days are cumulative year to year to a maximum of one hundred eighty (180) days.

If an employee dies while employed by the district, that employee's estate shall receive twenty dollars (\$20.00) for each day of unused sick leave accumulated by the employee at the time of his/her death.

Part-time personnel shall receive sick leave and personal leave in the proportion which their part-time service bears to full-time service, in accordance with the present practice.

Employees desiring personal leave shall request such leave at least forty-eight (48) hours in advance. This forty-eight (48) hour requirement may be waived in emergency situations and at the sole discretion of the Superintendent.

Members of CSEA who are going to be absent from work will no longer be required to make more than one call to the district in reporting said absence. The district will inform the President and membership of CSEA whom they are to contact to report an absence from work. The parties agree that the designee will be a non-bargaining unit person.

BEREAVEMENT LEAVE

Effective 7/1/92:

- A. In the event of a death in a regular full-time employee's immediate family, such employee shall be entitled to a maximum of three (3) paid days on which the employee had been scheduled to work immediately following the date of death. Effective 7/1/95 the employee is entitled to five (5) days for spouse or child. It is understood that these days are intended for the purpose of attending the wake and funeral and that the day of the funeral is considered as the last allowable bereavement day.
- B. For the purpose of this Article, the immediate family shall be defined as the employee's:
 - 1. Current Spouse
 - 2. Children
 - 3. Grandparents
 - 4. Brother (and current in-law)
 - 5. Sister (and current in-law)
 - 6. Mother (and current in-law)
 - 7. Father (and current in-law)
 - 8. Grandchildren
 - 9. Aunt
 - 10. Uncle

ARTICLE XII. SICK LEAVE BANK

- 1. A sick leave bank shall be established in which any employee covered by this Agreement, with one (1) year service may at his/her option, elect to participate. The purpose of the sick leave bank is to provide extended sick leave for participating members, who have suffered a serious illness or accident (not work related) and have exhausted his/her accumulated sick, personal, compensation and vacation time.
- 2. The sick leave bank shall be administered by a committee of three (3) contributing members, elected by C.S.E.A. unit members.
- 3. For the purpose of establishing the bank, each participating member shall be required to contribute two (2) days of sick leave time. The Board of Education will match participating member contributions one time only until August 1, 1996. Participating members shall continue contributing one (1) day per year until the Bank reaches one hundred (100) days.
- 4. When the bank falls below eighty (80) days, each contributing member shall be required to contribute one (1) day of sick leave per year for the purpose of replenishment.

5. Any eligible employee who elects not to participate at the first opportunity may join the bank any July thereafter. They will be required to contribute two (2) sick days.
6. Retirees may contribute up to fifty (50) sick leave days, from their accumulation to the sick leave bank.
7. Unit members may join the sick leave bank only at the beginning of the fiscal year, from July 1 to August 1 or within thirty (30) days of their one year anniversary. Applicant for membership must have an accumulation of seven (7) sick days to be eligible. Applicants must complete a membership form and present it to the C.S.E.A. Unit President. The Unit President will give copies to the Superintendent's office and Personnel Secretary who will keep a record of days in the sick leave bank.
8. Written request for utilization of sick leave bank days shall be accompanied by a doctor's statement. The request may be submitted to any member of the sick bank committee. The sick bank may only be used after all other accumulated time has been used. The committee shall meet and render a written decision with five (5) work days. The decision of the committee shall be final and is not grievable under the terms and conditions of this contract. The number of days granted will be contingent upon sufficient days being in the sick leave bank.
9. A member shall be eligible to use no more than 150 days from the sick leave bank during any five (5) consecutive year period.
10. Membership rights and sick days contributed are forfeited immediately if a member decides to withdraw from the bank.
11. If a member does not have time to contribute to replenish the Sick Bank, that member would forfeit membership to the bank until the next open membership period.

ARTICLE XIII. VACANCIES

All non-teaching vacancies will be posted for a minimum of ten (10) days prior to the appointment so that all present employees may be notified of these vacancies. Competitive employees will be hired and promoted according to Civil Service law and regulations. Vacancies in this Article shall be defined as an opening to be filled in an unencumbered position in this bargaining unit.

If the vacancy to be filled is in the non-competitive or labor class, the employees seniority shall prevail if qualified and the vacancy is in a higher paying job title. Postings will include the title, anticipated building and shift assignment, provided however that the District reserves the right to withdraw any posting and to repost and re-bid accordingly. In addition, the District shall retain the right to make changes in the building and/or shift assignment of the individual appointed as a result of the posting as it needs may dictate at any point following the appointment.

ARTICLE XIV. LAYOFF

Permanent non-competitive employees shall be governed by the following layoff and recall procedure:

1. In the event of a layoff within a non-competitive position, the Employer shall determine the job title affected and then implement the layoff within the job title using the employee's total seniority within the District since his/her most recent date of hire. The employee with the least District seniority who is serving in the affected title shall then be laid off first.
2. Any employee who is displaced in accordance with Section 1 may then bump the least senior employee in the next lower pay grade within the bargaining unit, providing that the displaced person in Section 1 has more total District seniority than the least senior employee in the lower pay title.
3. A permanent employee who has been laid off from the District under Section 1 or 2 above shall be placed on a preferred hiring list for a period not to exceed one (1) school year. If the employee is to be recalled during this one (1) year period, he/she will be notified by registered mail at his/her last known address. If the employee cannot be contacted, does not respond or refuses a recall offer, he/she automatically waives the rights or claims to recall five (5) calendar days after the notice has been issued.
4. Employees shall not accrue benefits or seniority while on a layoff status.

ARTICLE XV. WAGES AND OTHER BENEFITS

1. The minimum starting salaries for the following positions will be increased by \$750 on July 1 of each year:

	Increase Effective:			
	7/1/07	7/1/08	7/1/09	7/1/10
Custodial Worker	20,250	21,000	21,750	22,500
Grounds Person	21,250	22,000	22,750	23,750
Custodian	22,250	23,000	23,750	24,500
Maintenance Person	22,250	23,000	23,750	24,500
Head Custodian	23,000	23,750	24,500	25,250

Bargaining Unit employees who are currently paid less than the minimum starting salary will receive either the raise or the minimum starting salary, whichever is greater. Part-time employees will be prorated accordingly.

The Head Custodian's starting salary will be increased by \$250 prior to the calculation of the 7/1/07 starting salary raise.

2. Those employees who are promoted or demoted within the bargaining unit shall receive an adjustment equal to the difference between the starting salary of Custodial Worker and the starting salary of his/her new title.
3. Any full time employee working on the night shift will receive a differential in the amount of six hundred fifty dollars (\$650).

4. Effective 7/1/07 increase each full-time returning employee's base rate by \$1,200 or 4.1% whichever is higher. The base rate of the Head Custodian will be increased by \$250 prior to the calculation of this raise.

Effective 7/1/08 increase each full-time returning employee's base rate by \$1,200 or 4.1% whichever is higher.

Effective 7/1/09 increase each full-time returning employee's base rate by \$1,200 or 4.1% whichever is higher.

Effective 7/1/10 increase each full-time returning employee's base rate by 4.25%.

Raises for part-time personnel are prorated in each year.

5. Any employee who as a condition of employment maintains asbestos certification shall be paid a stipend of four hundred dollars (\$400) each year in which asbestos handling is required.

In addition to the four hundred dollars (\$400), the District will also pay an employee who does the LEA paper work and the person who holds the Asbestos Contractors License, seven hundred fifty (\$750) each year such work is required. The parties agree that the payment of this amount to a bargaining unit member does not make this work bargaining unit work.

6. Should a unit member be required by the District to obtain and have a pool certificate and if the District assigns that employee tasks related to a pool in the District, that employee shall be paid an annual stipend of three hundred fifty dollars (\$350) a year in exchange for maintaining the certificate and providing the assigned services. The parties agree that the stipend will discontinue at the end of the school year should the tasks related to the pool be unassigned by the District. The parties also agree that unit members receiving the stipend are required to provide proof of certification annually.
7. Employees who are trained and certified to use Automatic External Defibrillators AED's will be paid one hundred dollars (\$100) annually by the District. This amount is not added to the base pay. The decision to be trained and certified for AED's is the option of the employee.
8. Effective July 1, 2008, employees who are required to operate the vehicle lift on a regular basis to repair district vehicles will be paid an annual stipend of three hundred fifty dollars (\$350). To qualify for this payment mechanic proficiency must be demonstrated by certification or on the job review conducted by a BOCES or other Master Mechanic.

ARTICLE XVI. RETIREMENT INCENTIVE

1. Effective July 1, 2007 employees have two options for purposes of this section.
2. The first option is receiving \$4,000 from the district as an undiminished retirement incentive if they have ten (10) years of district experience, give ninety (90) days notice to the district and are in their first year of eligibility in the NYSERS.
3. The second option is the district applying a sum of \$7,000 towards payment of their health insurance premium upon retirement as follows: Either \$1,000/year for 7 years for those unit members who are enrolled in the family plan or \$500/year for 14 years for those unit members enrolled in the individual plan. The option of \$1,000 for 7 years or \$500 for 14 years shall be the choice of the employee at the time of retirement. In order to qualify for the benefit set forth herein paragraph 3, the employee must have at least 120 days of sick leave accumulated at the time of retirement. If an employee uses this option, the 120 days are not available for the 41 (j) option or the twenty dollar (\$20.00) a day option in Article XI, or the sick leave bank contribution in Article XII.

ARTICLE XVII. HEALTH, DENTAL, VISION, AND LIFE INSURANCE

1. Health Insurance
 - A. The health insurance plan provided by the District shall be equal to or better than the New York State Employee's Health Insurance Program. Effective July 1, 2005, the Oneonta City School District will pay ninety- four percent (94%) of the individual cost of health insurance and ninety-four percent (94%) of the family health insurance coverage cost for active employees. The employees share shall be six percent (6%) of the health insurance premium costs for both individual and family coverage.
 - B. Prescription Co-Pay
Effective July 1, 2005, the co-pay will be twenty dollars (\$20) for brand name prescriptions and five dollars (\$5) for generic prescriptions; there shall be a mail order prescription service with a zero dollar (\$0) co-pay for a ninety (90) day supply for generic and forty dollars (\$40) for brand name.
 - C. The deductible shall be \$100 for each individual and \$300 per family per year.
 - D. The District agrees to inform the President of CSEA regarding any contemplated changes to the health insurance plan and will include CSEA as members of the district committee as it has in the past when plans are changed.

- E. Buyout: The District shall pay seven hundred and fifty dollars (\$750) annually or a prorated portion thereof to each eligible employee who elects not to participate as an individual in the Health Insurance Plan or for those employees eligible for family coverage who change from family to individual coverage. Employees eligible for the family coverage who elect not to participate in any District Health Insurance Plan shall be paid one thousand two hundred and fifty dollars (\$1,250). The employee must be otherwise eligible for coverage. Example: Since there is a policy if both spouses work for the District, only one receives family coverage and the other gets no separate coverage, second spouse is not eligible for buyout.

The following requirements also apply to this buyout:

1. Written notice must be provided by June 1 each year requesting payment. This request can be cancelled only once in each contract year with payment prorated.
 2. The exercise of this option will be governed by the rules of the carrier.
 3. Eligible employees who elect not to participate in the District Health Insurance Plan must present proof of alternative insurance coverage to the Superintendent of School each year.
 4. The parties agree to grandfather employees involved in previous agreement.
2. Dental Insurance
- Effective March 1, 2008 the District will pay one hundred percent (100%) of each full time employee's individual dental insurance premium for the CSEA Employee Benefit Fund Horizon Dental Plan. If an employee chooses the family dental plan, the District will pay the amount of the individual dental insurance premium toward the cost of the family plan, and the employee will pay the remainder of the premium through payroll deductions in equal payments. An employee's spouse who is also an employee of the District shall also be entitled to one hundred percent (100%) of an individual dental insurance premium. This benefit is only for the use of the CSEA bargaining unit members except that members of other District bargaining units which do not compete with CSEA and non-bargaining unit members who qualify for district benefits may purchase this benefit as guests with District contributions not to exceed those specified here.
3. Vision Insurance
- Effective March 1, 2008 the District will pay one hundred percent (100%) of each full time employee's individual vision insurance premium for the CSEA Employee Benefit Fund Platinum 12 Vision Plan. If an employee chooses the family vision plan, the District will pay the amount of the individual vision insurance premium toward the cost of the family plan, and the employee will pay the remainder of the premium through payroll deductions in equal payments. An employee's spouse who is also an employee of the District shall also be entitled to one hundred percent (100%) of an individual vision insurance premium. This benefit is only for the use of the CSEA bargaining unit members except that members of other District bargaining units which do not compete with CSEA and non-bargaining unit members who qualify for district benefits may purchase this benefit as guests with District contributions not to exceed those specified here.

4. Life Insurance

The District will provide a five thousand dollar (\$5,000) life insurance coverage and a five thousand dollar (\$5,000) accidental death and dismemberment coverage.

ARTICLE XVIII. ENTITLED RETIREMENT BENEFITS

The District will continue the current retirement plan under the NYS Employees Retirement System. The District shall provide the 75i plan. In addition, the District will provide the Section 41(j) option which applies unused sick leave up to 165 days to service credit for retirement benefit calculation. In accordance with the law, the employee may or may not elect this benefit.

An employee who retires from the district will receive twenty dollars (\$20.00) for each day of unused sick leave. Any accumulated sick leave not used for the 41 (j) option or the retirement incentive in Article XVI, or the sick bank contribution in Article XII, is available for this twenty dollar (\$20.00) a pay benefit.

Retirement Health Insurance Benefits

A member of the unit on the payroll on June 30, 2005, who retires from the District with 10 years of service in the Oneonta City School District, or a member of the unit employed after that date who has fifteen (15) years of service with the District and, who retires from the District, shall be eligible for the following benefit:

- a. At the time of retirement, eligible unit members shall make an election with regard to health insurance in retirement. Unit members may elect individual coverage, family coverage, or no coverage at their option. Such election shall be in writing on a form prescribed by the District.
- b. Married retirees each get individual health insurance coverage.
- c. Retirees can switch from family to individual or individual to family coverage as allowed by the insurance plan rules.
- d. Effective July 1, 2005, the District agrees to contribute to the District's health insurance plan on behalf of any retiring unit member who meets the eligibility requirements stated above, who is not covered by the pre-1980 retiree health benefit, one hundred percent (100%) of the individual health insurance costs, or fifty percent (50%) of the family health insurance premium costs depending on the employee's coverage election.
- e. Upon death of the retiree, survivorship benefits shall be extended to the unit member's spouse. The surviving spouse shall have the option to continue participation in the District's health insurance program, provided however that the spouse shall be required to pay the full cost of the premium for the coverage selected.

- f. The active unit members employed prior to January 1, 1980 shall maintain the same Board contribution rate upon retirement as all pre-1980 retirees. These employee's benefits upon retirement shall be the same as actives pursuant to present and continuing language of the agreement.
- g. Any employee attaining coverage under this provision shall have that coverage continue beyond age 65.
- h. Retirees keep the benefit level they had at retirement as a vested benefit for life.
- i. Retiree premium contribution rates and prescription drug co-pays at retirement are frozen as a vested benefit for life.

ARTICLE XIX. JOB DUTIES AND SENIORITY

- 1. Job duties and classifications will be available to employees upon request.
- 2. Seniority lists, including all members of the bargaining unit, shall be made available to the officers of the Association upon request.
- 3. Such seniority shall govern in case of layoff, recall and selection of excess vacation time.

ARTICLE XX. DISTRIBUTION OF CONTRACT

The District will supply each member of the bargaining unit a copy of the negotiated agreement within sixty (60) days of the signing of this agreement by the District and the C.S.E.A. with twelve (12) copies in addition to the member copies.

ARTICLE XXI. PERSONNEL FILES

There shall be one (1) official personnel file for each bargaining unit member. An employee shall have the right, upon reasonable notice and as scheduled by the Superintendent, to review his/her personnel file exclusive of pre-employment records. Employee may make a copy of any material in file exclusive of pre-employment records.

An employee shall be notified in writing of any derogatory or disciplinary entry into his/her file. The employee may respond in writing to any such derogatory or disciplinary entry. This response shall be maintained in the file.

ARTICLE XXII. JURY DUTY

Effective 7/1/95: Employees required to report for jury duty shall receive their regular pay for each day that they actually serve on jury duty. On any day that they report but are not actually called to serve, it is required that they report to their job assignment as scheduled or as soon as practicable. The employee is required to turn over to the District all compensation, exclusive of expenses, received for performing the jury duty.

ARTICLE XXIII. FOUL WEATHER GEAR

- A. Each permanent full time employee shall receive a Carhart jacket of choice every five (5) years. The first jacket shall be issued upon completion of the new employee's probationary period. Subsequently, a jacket shall be issued on or about September 1 of the eligible year, which shall be 5 years from issuance of the employee's last jacket. Each employee is required to have the jacket at the workplace for use when performing assigned activities requiring a jacket. This jacket, and any other assigned clothing or uniforms issued within two years of the employee's separation, is the property of the District and must be turned in to the District upon the employee's separation from employment.
- B. Effective July 1, 2007, in addition, each permanent full time employee shall be reimbursed up to \$60 in each year of this contract by providing proof of purchase of safety work shoes or boots. (Example: non-skid or steel toe)

ARTICLE XXIV. OUT-OF-TITLE WORK

If a unit employee is formally assigned to the full duties of a higher level position on a long-term basis of greater than four consecutive (4) weeks, beginning at the start of the fifth (5th) week, if the employee's base salary is less than the starting rate of the higher level position, that employee shall be paid an additional amount equal to the hourly rate difference between the respective pay rate of his/her position and the starting rate of the position to which he/she is assigned. Grievances alleging a violation of this provision shall be grievable only to the Board of Education level as provided in the grievance procedure.

ARTICLE XXV. ON-CALL

Effective November 1, 2002, compensation for on-call employees will be one hundred dollars (\$100) per week. The District will formally assign groundspersons to a rotating on-call schedule to respond to inclement weather/emergency situations. This schedule shall begin on November 1st of each year and end on April 30th of each year.

Employees who are expected to respond to snow storms without being ordered to work or called in to work will be considered on-call and entitled to this payment.

ARTICLE XXVI. DURATION AND SCOPE OF AGREEMENT

- 1. The Association recognizes the authority of the Board to adopt policies concerning terms and conditions of employment of those in the unit and these will remain in full force and effect unless specifically altered, added to or eliminated by the terms of this agreement. If the Board contemplates changes in an existing policy, as stated above, they will consult with the Association before coming to a final decision.
- 2. If any article or part thereof of this agreement or any addition thereto should be decided as in violation of any federal, state or local law or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the agreement or any addition thereto shall not be affected.

3. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.
4. This agreement shall be effective as of July 1, 2007 and shall terminate on June 30, 2011.

ARTICLE XXVII. LUNCH AND BREAK TIME

The practice of daily breaks and a duty free lunch for bargaining unit members shall continue into the new agreement. The current practice for maintenance and grounds employees includes one hour for lunch on Monday to Thursday, one half hour for lunch on Friday with one half hour for breaks each day. The current practice for custodians is one half hour for lunch and one half hour for breaks each day. As in the past however, the District will schedule the time for lunch and breaks.

ARTICLE XXVIII. PROBATIONARY APPOINTMENT FOR ALL JOB TITLES

The probationary appointment for all job titles regardless of civil service status will be one full year. The parties agree that during the probationary period the district has the right to discontinue any appointment for any reason. However after completion of the probationary employment, the district will have the right to dismiss an employee for incompetence or misconduct, and will provide proper notice of charges.

Where the District seeks the imposition of a penalty, notice of discipline shall be made in writing and served upon the employee. The specified acts for which discipline is being imposed and the penalty proposed shall be specific in the notice.

The parties also subscribe to the concept of progressive discipline for all unit members. Progressive discipline shall be understood to be implemented as follows:

1. The first offense will be verbal warning,
2. The second offense will be a written warning which will be placed in the employees personnel file,
3. The third offense provides that the district has the right to suspend without pay and
4. The fourth offense will result in a penalty up to and including dismissal.
5. The parties further agree that should the employee's actions clearly include serious incompetence and/or misconduct the district has the right to pursue charges and move for dismissal without implementation of steps 1, 2, and 3.


SIGNATURE PAGE

For the C.S.E.A., Inc.
Local 1000 AFSCME/AFL-CIO

By: 
Gerald Phelan
Labor Relations Specialist


Date: 7/4/08

For the Oneonta City School District

By: 
Michael Shea
Superintendent of Schools

Date: 7/11/08

The C.S.E.A. negotiations team included:


Unit President

7/11/08
Date


Committee Member

7/11/08
Date


Committee Member

7-11-08
Date

Committee Member

Date